Sir, that no man affixed his name or seal to the document. They ordered their clerk to give a lease, such as it is, and they gave it, r.nd then Mr. Attorney-General siz down, as Mr. Taylor tells us in his affidavit, and wrives to the tenants. "You must attorn to Taylor and Brennan. They are your landlerds, attorn to them." You will find that, Sir, in his affidavit, there we have the lease a med with a missive to the tenants to commit treason against the cuty, and yield themselves to new landlords. Well, your Honor knows, Mr. Taylor comes home and 'mitediately printed this notice of the Attorney-General and sent it round to every tenant to all those old women who peddle cabbages, and turnips, and pary nips and get as good a hving as they can, and also to all of the other sex who have put up hittle sheds upon the property. There was an attack made on all these squatter sovereigns, and it was to be made effectual by threats of the vengeance of the State, and through the law officer of the State, the Attorney-General. Well, your Honor, it is the nature of our people. I repeat, when they sit down anywhere and somebody comes to order them ont-of-doors, or away from their little stores and shops, it is their nature to resist, and these towants did resist, and Taylor & Brennan could not get possession. Here let me add, if the Court please, that it is the first time in the history of this great State that is officers ever sold a law sait. There are other men that practice champerty, but to the credit of the officers of this State let me say it is the first instance I believe on record where they ever sold a law suit. Now, what did they put in the lease? a covenant of quiet enjoyment? That was not stipulated in the hond; but the clerk put it in, and this is the basis of the elain afterward, to wit: If you release from this covenant of quiet enjoyment? That was not stipulated in the hond; but the clerk put it in, and this is the basis of the clain afterward, to wit: If you release from this covenant of quiet enjoyment was the records of public acts of this State and see whether such a covenant was ever before put in the acts of public officers of this State. If my memory does not strangely fail me—and it may—but if it does not it is the first covenant for quiet enjoyment which is to be feund upon any putent, or deed, or lease ever given by the State of New-York. I have signed a good many patents in my day, and I have no recollection of any such covenant as that. There used to be provision made by law that where title granted by the state fails sertain officers of the State were made a Board, who, in behalf of the State, made compensation to the grantee from the State; not on the ground of covenant, but on the ground of justice.

the ground of justice.

Now, your Honor, I think the Commissioners manifested a little too much seal in this matter. The original lease was given on the 24th of April, 1858; six days afterward, on the 30th of that month, the term was extended upon the same terms until the premises were disposed of according to law, or until the Board otherwise direct. Your Honor will find that resolution at

ise direct. Your Honor will and the blo 572 of our papers.

The Court—All this after the original lease. The Court—All this after the original lease?
Judge Bronson—Yes, Sir, on the 30th of April.
Now, they had power to lease the public property
for one year, and they had fully executed the power,
if this property was within that po ver, which we
totally deny. They executed the power and then, six
days afterward, they sat down and rented it "until
the premises be disposed of as required by law, or until
this Board otherwise direct." Well, these squatter
sovereigns, not having quit the premises under the
notice of which I have spoken, on the 14th of May of
the same year Taylor and Brennan bring their suit
against the Corporation and the tenants. On the 26th
of May, twelve days afterward, they invoke the aid of
the people of this State, and join them as plaintiffs,
and the name of the Attorney-General is used to fight
the battle of the lessees. Mr. Van Buren was commissioned to take charge of this matter on behalf of the
State; and we learn here to-day from my learned
friend that, in addition to what Mr. Van Buren
was doing, he himself was employed by the State to
fight the battles of Taylor and Bremsan. Well, now,
on the 30th of July, 1858, a little more than a month
after they had thus parted with the property of the
State, worth \$108,000, for \$5,000 a year, they assign
to Taylor and Brennan all the back rents, all the claims after they had thus parted with the property of the State, worth \$108,000, for \$5,000 a year, they assign to Taylor and Brennan all the back rents, all the claims and demands that the people of this State have or can claim upon this property. Now, Sir, though these Commissioners are not here, these things were spread upon our papers, and these papers were served upon the present Attorney-General weeks ago, and they have been seen, I doubt not, by those who were form, erly Commissioners of the Land Office; and to all this there is no response. And why? Because no honest respense could be given. That is my honest judgment about it—that is my inference. It gives me no pleasure respense could be given. That is my honest judgment about it—that is my inference. It gives me no pleasure—it gives me the deepest pain to speak of these things, but I say again, your Honor, that I have a duty to perform, and i will perform it fearlessly, and as well as I know how and my strength will permit. Well on the 24th of August, less than a month afterward—this was thought going a little too far, and did not read well—or the 24th of August they sat down and reconsidered the resolution, and confined the assignment of rents to those which should accrue during the running of the lease. That is commendable, if your Honor pleases, for it is always commendable to get out of a wrong position. On the 24th of August they reviewed and reconsidered the resolution of the 30th of July, and restricted the right to recover rents and profits during the running of the lease; yet, wonderful to say, the plaintiffs Taylor and Brennan tried a case, and recovered judgment for \$456,000 damages against the city without a shadow of authority for that recovery. The resolution which gives the assignment had been revoked more than a year before the action was become. without a shadow of anthority for that recovery. The resolution which gives the assignment had been revoked more than a year before the action was brought. The summons is dated the 27th of October, 1859, and they brought their action to recover the back rents accraing before 1850, and in that action they recovered \$486,000, when there was not a shadow of authority to maintain the action at all. No matter whether Taylor knew anything about it or not. They recovered this \$426,000 when there was not a shadow of authority on the record for recovery, and yet, Sr., these are called trials! Now I ought in justice to my predecessor to say, that in his affidavit he states he did not know of this resolution, and there is nothing to contradict that. Sir, the resolution, and there is nothing to contradict that. Sir, the resolution was brought, and was it not the duty of a careful, zealous public officer, anxious to defend the rights of the city—was it or was it not his duty to inquire what prior proceedings had taken place at Albany, where comething is always going on about this city, and to see if something had not transpired which might assist his defense? Well, I pass over all, about the Receiver and the injunction, and demurrers, and the small items, and come to something more worthy of notice, but because I have not time to speak of them at length.

In June, 1859, the suit was discontinued against the Corporation, and Mr. Van Buren informs the Attorney-General that he had learned from the decision of the Court, that they could not maintain a joint action and had discontinued the suit against the City. On the 15th of February that stipulation to dismiss these parties (the Corporation) from the record was make a rule of Court, and there it stands to this day unrevoked and unquestioned. The Court ordered the Corporation out of Court, and there it stands to this day unrevoked and unquestioned. The Court ordered the Corporation out of Court, and there it stands to this day unrevoked and unquestioned. The Court ordered the

me that as appears by the papers in the case, art. The maine communicated this fact to the Senate in March, 1959. Now, then, we get to a point where these defendants are out of Court, and they are out of Court not only by the consent of the parties, but by the order of the Court. And whether that order was regular or irregular, it stands good until it was revoked. Now a good deal was said by my learned friend in the course of his remarks upon the informality of this proceeding, and it was said that Judge Roosevelt held that they were irregularly out of Court. Well, what if they were or T What has this Court to do with it? They are out of Court by the order of the Court, and whether regular or irregular, that order stands until it is revoked. But Judge Roosevelt adjudged no such thing as that. It is not to be found in his opinion or in his judgment.

judgment.
The Court—Were these papers before Judge Roose-

The Court—Were these papers before Judge Roosevelt on the motion before him?

Judge Bronson—Yes, Sir. Now, by looking at the papers, your Honor will see that on the 3d day of May, 1859, the Commissioners extended their term for one year to Taylor alone, and they state why they do it because he has paid the rent, and he has been compelled to sue, and "he indemnifies us against costs." They recite these reasons for extending it for a year. That is, they say: "We will fine you for \$5,000 what is worth \$108,000, if you indemnify us against costs, and because you have paid the rent so far." Well, your Honor, on the 17th of May (you will see they had been busy up there), fourteen days afterward, they reconsidered the hast resolution, and ordered the lease to be given, provided that Taylor and Brennan release, what was always and must always be void, the covenant of the Clerk of the Lend Office, in the name of the State for quiet enjoyment. (That is in the name of the State for quiet enjoyment. (That is what is to be released.) And provided, also, that the Commissioners be authorized to determine the lease if Taylor and Brennan don't prosecute the action with

diligence.

And now we open on a new chapter, and the matter And now we open on a new chapter, and the matter And now we open on a new chapter, and the matter stands thus: The State and Taylor and Erennan are sueing the tenants, the landlords not there. The Corporation is not there, and that is the condition of affairs on the 13th of May, 1859. An inquest by default against the tenant, before Judge Allen, and a judgment against all the tenants is solido. There was no separation, every good old woman that had a place to put her besket of things upon, and every man who had a little shauty. The poor and the men of substance, all together were reckoned up as one, and sued for damages amounting to the large sum I have stated (\$69,000). Judgment and execution is had against them by default, and then the tenants, when these plaintiffs come with the strong arm of the law and the process of the State—then they succumb and attorn. Now, Sir, I must refer you here to one other fact for a moment. This was an inquest by default, and the Corporation.

Counsel, who represents the persons who stood before the tenants to protect their interests, stands silently by and says Prohing. I refer your Honor to folio 155 of our payers, and folio 153. The Counsel opposed to us has to'd your Honor that if the Counsel to the Corporation Counsel was independent, and was not benued to obey them. Now your Honor will find by the papers that the Common Council, the Corporation Counsel was independent, and was not bound to obey them. Now your Honor will find by the papers that the Common Council, the Corporation itself, passed a resolution directing the Corporation Counsel to appear and defend the tenants. That resolution was approved by the Mayor, and will be found at folio 163 and is in these words: "That the Counsel to the Corporation be and he is hereby directed to defend the individual tenants of West Washington Market by virtue of stands granted to them by the city, against whom a pair was commenced about the month of May last, and which is still pending by the State and its lessees in relation to said Washington Market property, and also that he take such other measures as will effectually protect the interest of the city in the said property and the said soit effecting the same." Now I understand it to be claimed on behalf of the Corporation Counsel, not in his own person, but by the counsel who spears here, that he is not subject to the Aldermen if he catches them one at a time. But I would like to know whether he is not subject to the Aldermen if he catches them one at a time. But I would like to know whether he is not subject to the plaintiff's own papers for the Charter under which the Counsel acts. The 26th Section of the Charter of 1859 says. 'There shall be an Executive Department known as the Law Department, which shall have the charge of and conduct all the law business of the Corporation and of the Department, which shall have the charge of and conduct to the legal proceedings necessary in opening widening and altering streets, and draw deeds and other papers,

ants, and had pledged itself to see them indemnified. If there is any answer to that, I should like to hear what it is, for it gives me no pleasure to impute wrong so any man. He stood by, and he saw the judgment go by default, Bogart and tenants cooperating, and the Attorney-General lending his power and that of the State to uphold the recovery. Now, have you not got them together, Sir! and yet there is no collusion. I care not what the divisor was, whether the profits were to be divided at all, or whether the men who had brought all these parties together colluded to seeme this judgment for \$69,000.

The Court here intimated that the hour of adjournment had arrived, and the Judge should reserve his further argument till morning.

ment had arrived, and the supering further argument till morning. Thursday, July 12.

The Court met at 11 o'clock, when Judge Bronson coming his argument, said:

resuming his argument, said:

If your Honor please, the same cause that was mentioned yesterday, has prevented me from opening my papers, after putting them together at the adjournment, until I untied them here in Court. I mention the fact as an apology for the infliction that may come upon the Court, in consequence; because I could have concentrated what I have to say in narrower limits, if I had better health and strength to do it, and thus have saved some time to the Court. As it is, I shall not put the infliction upon your Honor of going over the ground I went over yesterday, although I traveled rather hastily over some of it. I would wish, however, to make one or two remarks upon subjects that were mentioned yesterday. Although your Honor has announced, what we insist should be the rule, that we are not here now to try the title, but to ask for the privilege of trying it—yet our opponents have crowded into their papers many things, all tending, or mainly tending to the conclusion that the title is in the State and not in the City, and have sought to fortify this title by oral conversations and public documents. They have been mousing about among the public officers. Mr. Mott, who has made three or four affidavits here, is one of those who seems to have been looking around to see heads the could find. Well appropriate things, he went who has much core to be those who seems to have been looking around to see what he could find. Well, among other things, he went to the Controller of 1857. He says in his last affida what he could find. Well, among other things, he went to the Controller of 1857. He says in his last affidavit, and I suppose the last must be considered the best — whether it is the third or fourth, I do not remember—but he eays in his last affidavit that he called upon the Controller, Azariah C. Flagg, and wanted to get a lease of the property known as West Washington Market; and that Mr. Flagg said he would not lease it—that it belonged to the State, and they meant to apply to the State to get it. Well, that conversation proves nothing as to the title of this piece of land. But I have been turning my thoughts a little to see why Mr. Mott wanted to get a lease in the Fall of 1857. He has not told us why; and be says, moreover, that he went to Mayor Tlemann in January following, and wanted a lease from him. Well, I do not know what on earth Mr. Mott wanted with that lease of West Washington Market. I do not want to be uncharitable, but it seems to me that he was fishing about, to see whether there would not be something said prejudicial to the rights of the city. I cannot suppose that he wanted to get West Washington market, or one of the shanties there for an office. I do not know what he could have weanted it for, unless it was as a half-way house between his office in Wall street and the lobby at Albany. Stiff I do not think that is the true solution of the question. I suppose that really Mr. Mott, as counsel for Taylor and Brennan was mousing about to see if he could not get some corporation officer to admit that the city dud not own that property. And he got the admission. Azariah C. Flagg, that old Roman, thought the title was in the nan was mousing about to see if he could not get some corporation officer to admit that the city did not own that property. And he got the admission. Azariah C. Flagg, that old Roman, thought the title was in the State. Well, how did he think so? And how did the present Controller think so, if they asked him? Your Honor finds, by looking through the affidavits, the whole burden is this—that it, or a part of it is outside of the 400 feet. Mr. Flagg thought it was outside of the 400 feet. Mr. Flagg thought it was take the admission. Now, on the other question, whether it became the State to change its settled policy, as against the Corporation and inhabitants of this city, they never expressed an opinion; they did not believe—they never believed—none of them ever believed that. Some parties may have better reasons now; but they did not then believe that the Corporation was to change the policy which had existed from the foundation of the Government, viz: to issue a license, free, gratis, for nothing—to issue a license, I repeat, to any man who wanted to dock out for the purpose of ad-

valeing the commerce of the State. That question remains to be considered. The counsel say it has been considered and decided against us. That is one of the things we meen to try; and we certainly shall try it, unless there come into the councils of the State men who have a better appreciation of what is right and proper between the State at large and the City of New-York.

the tenants. Did that instruction imply that he was to be substituted as attorney? Take Mr. Busteed's own explanation. Did it imply that he was to be substituted as attorney? Or was he, as Corporation Counsel, to act, along with others, for the defense of the tenants and for the benefit of the city. I do not care when he was substituted. He was instructed by the Common Council to appear for the defense of the tenants. Mr. Bogart (fol. 276) shows how that was:

"This deponent further says, that he, together with several of said Committee, met Mr. Busteed, pursuant to the Mayor's request, in the Mayor's office, to know if said Busteed would take charge of the defense. Mr. Busteed positively declined to defend said occupants unless they paid him for w doing."

Not "unless you get a substitution, and put me in the place of Whiting & Chark;" but, "I will not defend you, unless you pay me for it." I showed your Honor yesterday, by the Charter of the city and Ordinances of the corporation, that he took and held his office upon the condition of defending the interests of the city, although they were not parties.

There is another strange thing about this, which I do not understand. Here is the motion, made to open the default, before Judge Roosevelt. Your Honor will look at the papers, and Mr. Busteed's mame is not upon them. It does not appear that he made the motion, or got the order to show cause. The affidavit was made by Mr. McKeon, on which the motion was based, and by Mayor Tiemann. Mr. Busteed did appear with the counsel on the motion; but the whole movement, so far as appears on these papers, was on the part of other persons to come the default. It appears at the end ownsel on the motion; but the whole movement, so far as appears on these papers, was on the part of other persons, to open the default. It appears at the end that he did give notice of the postponement of the hearing, seven or eight days after the order to show cause had been made to Mr. Tremain, Attorney-General. Now, I understand from Mr. Busteed, this morning, and I am bound to state it, that he made an affidavit on that notion. Well, Sir, I know nothing about it. I had no concern with the motion, and I wish I had none with this. But we had got a certified copy from the Clerk of these papers, and on looking at folio 315, your Honor will find a certificate that he "compared the preceding with the original affidavits and orders on file in his office, and that the same are correct transcripts therefrom, and of the whole of such originals."

are correct transcripts therefrom, and of the whole of such originals."

If there is any explanation to be given that is consistent with the truth, let it be given still. Until it is given, I stand on the ground on which I closed yesterday, and which I will barely recapitulate, by saying that I bad brought together—not from my reasoning, but from the documents—that I had brought together, into one company, and all serving to one common end—Taylor and Brennan, the representatives of the tenants, the Commissioners of the Land Office, and my preceeseor in office. And now I will go on, if your Honor please. From that I do infer—and I hope justly, because I should be sorry to do injustice—that there was collasion. If any man can draw a different conclusion, I would like to learn his logic. But this default was opened. Judge Roosevelt, on the 13th of July, 1859, opened this default: he put an end to the receivership; he directed the receiver to pay over the money to the Corporation to which it belonged; the rents to be accounted for to the city, possession to be restored, which had been taken under the judgment by default, and the attornment of the tenants set taside. An honest Judge could do no less. He did the results and fearlessly, and sayed the negative of his beneatly and fearlessly, and sayed the negative of his session to be restored, which had been taken under the judgment by default, and the attornment of the tenants set aside. An honest Judge could do no less. He did it honestly and fearlessly, and paid the penalty of his honestly and fearlessly, and paid the penalty of his honestly and fearlessness by the loss of his office. But the judgment was set aside, and there it stands until this day. They say there was an appeal; but the appeal was never brought on. I should like to see them bring it on now, at any time when I have strength enough to answer it. Kow do we stand? The Corporation was out of Court, by their stipulation by order of the Court itself, and by their own acknowledgment in every form. There they stood, with an action against the tenants; and there they should have stood, and tried, as well as they could, to see how many of these apple-stands they could recover and how they could recover them in an action against 186 tenants, all joined together. Well, your Honer will find at fol. 674, that the Corporation Counsel appeared to rejoice, along with the rest, at the success of the motion; that he called to inform Mayor Tiemann that \$40,000 of the rents and profits would, within a few days, be paid into the trensary. He called also on the Controller, and said to him, that they would be restored to the rents and profits which had been taken from them improperly. But, Sir, he did nothing. The eriet of Judge Roosevelt has never been executed to the left of the trens and profits which had been taken from them improperly. But, Sir, he did nothing.

MEM. TORK DAILY TRIBUNE. FRIDAY, JULY 18, 1969.

Which be improved the price of the a delay for the benefit of Taylor and Brennen, or who ever else it might cencern, in excenting the order of the Court! That is no evidence of collision! And so it went on—a de ad calm in this suit. The spicellation of the Court! That is no evidence of collision! And so it went on—a de ad calm in this suit. The spicellation is desired to the collision of the col title," and because he had "written a leater to the Mayor." Why, if the reasons that appear on the papers are not some of then false and the rest frivolous, then I cannot read them rightly. I will not occupy the time of the Court in referring more particularly to it. time of the Court in referring more particularly to it.

Well, it would not look well to go into the trial of a
matter of this magnitude without some show of fight;
and so Mr. Busteed, as Judge Dean swears, while he
was engaged in the trial of a caure at the Circuit, and
consequently, as late as the 19th day of September,
asked him if he would not serve as counsel in the cause;
Judge Dean, so far as it appears, having never before
heard of the matter, and, of course, never having
studied the questions to be discussed. He was engaged in the trial of a cause which finished only the
day preceding, or the very day of the call of this cause
on the calendar. In the vacations of his employment
there, he says he called upon the Mayor; but at the

cutside he had not one night to prepare to try a cause involving millions!

Now, Sir, that Judge Dean did his very best on the trial I have no doubt. But I do believe that no man, however emineat his standing or however great his learning, could be prepared to try this cause properly in such a short time. I have said so in my affidavit, and therefore I may say so here. Now on the 21st an answer is sent to the Mayer to be verified; and as this city has the honor to be sued very often, sending over to the Mayor to verify an answer, according to his information and belief, is a matter that does not engage his attention more than a minute. He signed the answer are returned it to Mr. Busteed. Well, the Mayor finding something astir in this matter, involving the finding something astir in this matter, involving the interests of the Corporation, when he supposed they were out of Court, was concerned, and sent for Messrs. Noves and McKson, but he could not get them that day. He saw them the next day, and sent for the answer: he had it returned from Mr. Busteed's office and he withdraw it as he save on the 29d of Savender. day. He saw them the next day, and sent for the answer: he had it returned from Mr. Busteed's office and he withdrew it, as he says, on the 22d of September. And there it remains, if your Honor please, to this day; and this cause went to trial upon either the draft or the copy which had been made of the answer on the part of the Corporation. The Mayor, if the Court please, did more, he wrote a beseeching letter to Mr. Busteed inquiring why this basic, when the Corporation was out of Court, and how they got in again he had never heard. Why this basic, why rush on upprepared? He alludes to the magnitude of the interests involved, and asks why, without consultation with counsel engaged in the case, proceed to trial, and he ends by protesting against it. That letter of Mayor Tiemann your Honor will find on page 682. That letter, your Honor, was not answered, and he rushes unprepared into what he called a trial. A trial! God forbid it should be called a trial. It is a reflection upon the Judiciary and not answered, and he rushes unprepared into what he called a trial. A trial! God forbid it should be called a trial. It is a reflection upon the Judiciary and upon all the men who minister to Justice. Why call it a trial? Not but that everything was done honestly, for I know my learned friend who last addressed the Court (Mr. Evarts) would not be concerned in abything else. Everything was honorable upon his part; but low did the Corporation go into that, for they were not in it. Judge Potter did his duty manfally, but what appears from his own statement, from his ruliegs upon the trial? "I am going to receive this evidence, and I will phas an opinion, and I will charge you so, not because I entertain that opinion, but because this case is on its way to decision elsewhere. And I will admit all this evidence, and will rule all these things against you, because the matter is go through a more solemn review." The Judge said nothing unusual or strange, and if they expected use to say anything against Judge Potter, they are mistaken, for I know the man, and I have nothing to say against any Judge. Well, now, what were the fruits of this sham trial? Why, Sir, it was conclusive on the question of title. I don't say it is conclusive myself, but they said it was conclusive when they brought two subsequent actions, and so the referce held. I have nothing to say against the referee; they judged, I doubt not honosty in both of these actions after the first trial, for it was all nejudged on this sham trial, and all the re-

on the calendar. In the vacations of his employment there, he says he called upon the Mayor; but at the cutside he had not one night to prepare to try a cause

ferces had to do was to assess damages. They had all they wanted on the first trial, and when they go around the I-land and find another piece of land that has been proclaimed from the Atlantic Ocean and bring their action to recover it, then this sham jadgment is conclusive sgain, and we have the Corporation of

blotted out, and, to the credit of the Commissioners, retracted. They gave in evidence the original resolution of July, but did not produce the subsequent one of 24th August, which revoked the first. If that resolution of August had been given in evidence, they could not have recovered a copper. But that was not produced. Well, appeals were taken. They went through the form, so far as that was concerned. Appeals were taken in Nos. 2 and 3. But these appeals were withdrawn. Thus, Sir, my predecessor in office left his post. Judgment against the city to a fraction less than \$600,000. A judgment that the title to the property was in the people of the State! And that is part of the inheritance which fell to me. I have yet a little more to say about the Commis-noners of the Land Office. On the 19th of December

part of the inheritance which fell to me.

I have yet a little more to say about the Commissioners of the Land Office. On the 19th of December, 1859, after all these judgments had been recovered, Mr. Taylor applies for a third year's lease. He says he has been "bitterly opposed." That is one reason for it. He says, also, that "three suits are now pending." He has had a great deal of trouble about it—to get his meney! "Three suits now pending!"—though he had just recovered judgments in them all, and the appeal in the mincipal one had already been withdrawn and the other ones withdrawn a few days afterward. He tells the Commissioners a few things more. "You are cognizant of all these things," he says. That is, that the year is just going out. There is no knowing who will come after you. You had better give me a lease for another year. I have been bitterly opposed! Why, Sir, I have fought a stouter battle, many and many a time, in a Justices' Court for a dollar—that I have, in working my passage through the world. Well, what did the Commissioners do? They considered the matter, and, as the old term was not to expire until the 24th day of April following, they could not, when the year was about half out, lease again. If you do that, you might make a perpetual lease—to-day granting a lease for one year, to-morrow extending it for another year, and so on for 365 years in one circuit of the sun. Well, not daring to de this, what do they do? They "recommend that another year's lease shall be granted on the same terms." They look forward, Sir, and say, "We, knowing all the facts, recommend that our successors shall give him a new lease for the third year!"

If your Honor pleases, it gives me pain to speak as I feel bound to speak of public officers; but I should be recreant to my duty if I did not speak plainly in relation to the Commissioners of the Land Office. They knew that judgments had been recovered. As to the question of tile, they knew if the judgments were set aside, the tille in the State was good, if it ever

Now I come to another fact, On December 28, 1859. Now I come to another fact. On December 28, 1859, and they rescinded the resolution of August 24, 1858, and resiliened the resolution of July 30, 1858—thus giving Tsylor and Brennan the back rents and profits, to which before they had no earthly title. And all this, knowing that they had, under that criginal assignment, recovered \$486,000 damages, for which they had never labored or telled! But there is no collusion! These are all benerable men! re all bonorable men!

Well, on the 31st day of December, 1859, the Cor Well, on the 31st day of December, 1859, the Cor-poration Counsel rose from his sick bed in Jamaica and I extremely regret and sympathize with him in his sufferings), rose from his sick bed, at great danger to himself, to withdraw the appeals in these two last hast cases, and thus leave Taylor and Brennan all sung and tight, while the city was bound hand and foot! True, he says he told his successor that "he could ap-peal if he thought proper." What a condition for a man to come into-a man who does not think year. pean to come into—a man who does not think very quickly; to come in and find out as well as he could what it was expected for him to do. We had to search the records at Albany; we had to

inquire all over the town; we had to trecords here; we looked everywhere, and spent a great deal of time and some money, before we could find out what it was best to do.

what it was best to do.

I had, if your Honor please, made some further notes here, which I guess I had better hay note; for For additional Marcinges and Deaths see 3d Page.

I have occupied your Honor's time too long, I fear, already, and they might lead me to say something which I should be sorry for having said. I find, however, in The Daily Transcript, what I had heard was read in Court—a letter from the Atto-eral, complaining of what had been as:

"The said the Commissioners of the Land-Office?"
These are the lies—words. I have given the anawar already. "Neither was present to defend himself. The case does not justify it. (The assault, I suppose.) If it does not, then lay a heavy bond upon me, I have spoken from public documents; I have spoken from the recorded acts of the Commissioners. I have made no surmises. If these papers here do not prove all I have said, then lay a heavy bond on me. To this city (that is Albary), it was of no importance what disposition of the property was made between the State and its lessees. It was none of its business." Well, that I do not understand, and will pass it. "Could a good cause require such abus!" Your Honor will judge of that. "Now that the question is dragged in, and sentiered broadcast, will you not vindicate the action of your board?" I suppose he has done it, though I was so unfortunate as not to beas what the vindication was. If any one can vindicate them, I will give him time. "Was it not for the interest of the State?" is the next question. "Was it not for the interest of the State?" The subject was new to all of us. "We took no r sk, and now, the title being sustained, it will place one or two millions in the State Treasury." And how much in the pockets of the speculators is not said. "Was it wrong to a low a reward to the party making the discovery, and taking all the risk?"

Who made the discovery? Taylor and Bremnan?

who made the discovery? The Harbor Commissioners made the discovery. The Harbor Commissioners made the discovery and reported it swo years before. They say, in a report made a year or two bef re, that this property had been filled in by the city, and that it belonged to the State. What kind of a discovery is that, if your Honor please? It is the discovery for a peculation. "Is not that small in case of escheat, or rather was it not formerly the custom to give one-third or one-half to such a party?"

Well, Sir, there was an old statute to meet this particular state - f things. The old soldiers who fought our battles in the Revolution, and to whom grants were made, died, many of them leaving no trace as to who were their heirs; so that there was a good deal of escheated land, and no one to look after it. The State said, by emactment if you go and look out for these lands, and give sufficient information to the Attorney-General thinks he has a precedent. "Taylor and Brennan discovered this good speculation," he says, "and was it not a reasonable thing on our part to curry it out? It was usual to allow semething to men who recovered escheated stand." If your Honor please, there was another act, compensating men who discovered gold and silver mines. The grant of lot blank in township blank "reserving gold and silver mines," and that he provision that the gold and silver lay beyond the Edick's Mountaine; although there may be some "placers" on this side. Well, this was one thing. But what was it to men mousing about, to see how they could make a speculation out of the State, at the expense of the city where they lived?

If I have not, in thus going over the matter, sufficiently noticed, though not formally, all that was said in the very able as gument of my learned friend which I had the pleasure of intening to just to says. He arks why Controller Haws, Meeers. Noves and McKeon, did not look to it and make an appeal in the principal case in October, November, or Docember. They had three mothers, be aspeculation out o

was none of its observed in the stipulation, nd well he might.

I did intend, if your Honor please, to say a few words more, but I have occupied all the time that I deem it proper to consume.

Boy's HEAD SAWED OPEN .- Yesterday afternoon a boy named William Chalmere, 13 years of age, employed in the sash and blind factory of James Deboise, in Thirticth street, near Eleventh avenue, had his head sawed open by a circular saw, and, strange to say, has not, as yet, suffered from the effects of the operation. not, as yet, sniered from the effects of the operation. It appears that the boys working in the place were in the habit of concealing a cake of ice every day in the sawdust beneath a bench which contained a fine circular saw. Chalmers crawled under the bench to obtain a piece of the ice, when one of the workmen set the saw in motion, not knowing that the boy was so

While emerging from the place he came in contact with the sand which cut through the skull in a twink-ling, as d penetrated the bram to the depth of three inches. His cries attracted attention, and the machin-ery was soon stopped. He was conveyed to the Hos-piul, and last night was as merry as if nothing had happened. The doctors think that he will recover.

WIFE BUTCHERY .- About 9 o'clock last night, a young man named John Williams, employed in a prorision establishment in the Fourteenth Ward, returned to his home, No. 126 Mott street, where he found his wife Resauna engaged in preparing supper. Having been drinking rather freely, Williams commenced quar-reling with his wife. Her remonstrances against his conduct only served to aggravate him, and in the hight

conduct only served to aggravate him, and in the hight of his passion he seized a large carving knife from the table and plunged it into her addomen, causing a wound from which her bowels protruded.

Her cries for assistance soon brought the neighbors to the room. They arrived but too late to secure the murderer, who let from the tone immediately after perpetrating the crime. Officers White and Woodbury conveyed the poor woman to the Hospital, after which they instituted a search for Williams, but were unable at a late hour of the night to ascertain his whereabouts.

FIRE IN DUANE STREET .- Last night a fire occurred in the moulding shop attached to Morris & Cumming's Iron Foundery, No. 45 Duane street, but being discovered at an early moment, it was soon extinguished. No damage of consequence was sustained.

Tom SAYERS AND HEENAN.—These gallent fellows have just concluded a most successful sparring tour of one week's duration. They have sparred at Newcastle-on-Tyne, Dublin, Belfast, Glasgow, and Edinburgh, the control of the five exhibitions have tle-on Tyne, Dublin, Belfast, Glasgow, and Edinburgh, and their total receipts for the five exhibitions have amounted to £1,200, a pretty fair week's work, and one which goes further than anything to prove the want of foresight on the part of Heenan in not remaining longer in this country. He positively sail in the Vanderbilt, on Wednesday, accompanied by Jack Macdenald. Tom Sayers called on us on Friday to express his thanks to the public for the liberal manner in which they supported him on these occasions.

[Bell's Life in London, July 1.

COOPER-CRANE-At Christ Church, Brooklyn, on Wednesday July II, by the Rev. B. C. Cutler, D. D., Win. B. Cooper to Bartlette Bevorley, daughter of the late James Crane, esc., of Flizabethtown, N. J.

COFFIN—In this city, on Thursday, July 12, suddenly, Win. I. Coffin, aged 55 years.
Notice of funeral in to worrow's paper.

Notice of funeral in the Notice of Peter K. Deyo, aged 22 years, 11 months and IT days.

Her remains will be taken to Bellons, Yates County, for inter-

CONTRACTOR OF THE STATE OF THE

PAUL - In this city, on Thursday, July 12, Alics Nortan daught